

PREPARED BY AND RETURN
AFTER RECORDING TO:

Robert S. Guyton, P.C.
4605 B Oleander Drive, Suite 202
Myrtle Beach, SC 29577

Instrument#: 2016000093900, DEED BK:
3938 PG: 3220 DOCTYPE: 001 08/10/2016
at 02:08:02 PM, 1 OF 7, EXEMPT, MARION
D. FOXWORTH III, HORRY COUNTY, SC
REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) **TITLE TO REAL ESTATE**
) (Limited Warranty)

KNOW ALL MEN BY THESE PRESENTS, that **PERMENTER BROTHERS HOLDINGS LLC**, a South Carolina limited liability company and **WAMPEE PLANTATION LIMITED PARTNERSHIP, L.P.**, a South Carolina limited partnership (collectively "Grantor"), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and a Capital Contribution made by Grantor, to it in hand received and before the sealing of these presents by **ARCADIAN QUAY, LLC** ("Grantee"), the receipt of which is hereby acknowledged, subject to the matters set forth below, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said **ARCADIAN QUAY, LLC**, its successors and assigns, forever, the following described real property, to wit:

ALL AND SINGULAR that certain piece, parcel or tract of land, lying and being in the City of North Myrtle Beach, Horry County, South Carolina, designated as **PARCEL 4, 1,318,418 SQ. FT., 30.27 ACRES** as shown on that certain plat entitled "**BOUNDARY/SUBDIVISION SURVEY OF TRACTS 5, 6 & 7, LOCATED AT NORTH MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA**" dated July 27, 2016 prepared by The Brigman Company and recorded August 5, 2016 in Plat Book 271 at Page 207, in the public records of Horry County, South Carolina. Said parcels having such metes, bounds, courses, shapes and distances as will appear by reference to the aforesaid plat which is incorporated herein and made a part and parcel hereof which plat is craved as forming a part of this description.

TOGETHER WITH a non-exclusive easement appurtenant to the above described property, for ingress, egress, and the installation, repair and maintenance of utilities, over and upon that property shown as "**50' FUTURE PUBLIC RIGHT OF WAY**", "**FUTURE 50' PUBLIC RIGHT OF WAY**",

"FUTURE 50' PUBLIC RIGHT OF WAY (HATCHED AREA)", "FUTURE 50' PUBLIC R/W PER PLAT BOOK 267/264, and "FUTURE 50' PUBLIC R/W PER PLAT BOOK 267/180" on each of those plats recorded in Plat Book 267 at 180, Plat Book 267 at 264, Plat Book 271 at 104 and Plat Book 271 at 207 (collectively the "Easement Plats"), to the extent any portion thereof is not located on the property above described. This easement shall be deemed to run with the land, such rights extending to all of Grantee's Successors and Assigns.

SUBJECT to a non-exclusive easement appurtenant to the above described property, for ingress, egress, and the installation, repair and maintenance of utilities, over and upon that property shown as **"50' FUTURE PUBLIC RIGHT OF WAY", "FUTURE 50' PUBLIC RIGHT OF WAY", "FUTURE 50' PUBLIC RIGHT OF WAY (HATCHED AREA)", "FUTURE 50' PUBLIC R/W PER PLAT BOOK 267/264, and "FUTURE 50' PUBLIC R/W PER PLAT BOOK 267/180"** on the Easement Plats, as defined above, to the extent any portion thereof is located on the property above described. This easement shall be deemed to run with the land, such rights extending to all of Grantor's Successors and Assigns.

RESERVING unto Grantor, a non-exclusive easement appurtenant over and upon the area of the easement granted above, for ingress, egress, and the installation, repair and maintenance of utilities, said easement running with the land, and such rights extending to all of Grantor's Successors and Assigns.

PIN No.: Portion of 349-00-00-0014 and a Portion of 349-00-00-0016

DERIVATION: This being a portion of the property conveyed to Permenter Brothers Holdings, LLC by Deed from Charles L. Permenter, recorded April 24, 2007 in Deed Book 3239 at Page 1643, and a portion of the property conveyed to Wampee Plantation Limited Partnership, L.P. by Deed from Billie Dove G. Gore, recorded December 23, 2003 in Deed Book 2679 at Page 0674, all in the Office of the Register of Deeds for Horry County, South Carolina.

Grantee Address: c/o Robert S. Guyton, P.C.
4605 B Oleander Drive, Suite 202
Myrtle Beach, SC 29577

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the Premises before mentioned, subject to the matters set forth above, unto the said **ARCADIAN QUAY, LLC**, its Successors and Assigns, forever.

AND the undersigned does hereby bind itself and its Successors and Assigns to warrant and forever defend, all and singular, the said Premises unto the said **ARCADIAN QUAY, LLC**, its Successors and Assigns, forever, against all persons whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under said **PERMENTER BROTHERS HOLDINGS LLC and WAMPEE PLANTATION LIMITED PARTNERSHIP, L.P.**, but against no others.

[Signatures appear on the following page]

WITNESS its Hand and Seal, this 24 day of August, in the year of our Lord

Two Thousand Sixteen (2016).

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**



**PERMENTER BROTHERS
HOLDINGS, LLC,** a South
Carolina limited liability company

By: 
Charles L. Permenter, its Manager

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**



**WAMPEE PLANTATION
LIMITED PARTNERSHIP, L.P.,**
a South Carolina limited partnership

By: Wampee Property Management,
Inc., a South Carolina corporation,
its General Partner

By: 
William E. Gore, III
its Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 26th day of August, 2016, by Charles L. Permenter, as Manager of PERMENTER BROTHERS HOLDINGS, LLC, a South Carolina limited liability company, as his or her act and deed, and as the act and deed of the limited liability company.


 (L.S.)
Notary Public for South Carolina
My Commission Expires: 7/19/23
Robert S. Guyton



STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 26th day of August, 2016, by Willam E. Gore, III, as Vice President of Wampee Property Management, Inc., General Partner of WAMPEE PLANTATION LIMITED PARTNERSHIP, L.P., a South Carolina limited partnership, as his or her act and deed, and as the act and deed of the limited partnership.

 (L.S.)
Notary Public for South Carolina
My Commission Expires: 7/19/23
Robert S. Guyton



STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit, and I understand such information.
2. The property being identified as Parcel 4 30.27 Acres, being a portion of the property bearing Horry County PIN Numbers Portion of 349-00-00-0014 and Portion of 349-00-00-0016, was transferred by **PERMENTER BROTHERS HOLDINGS, LLC** and **WAMPEE PLANTATION LIMITED PARTNERSHIP, L.P.** to **ARCADIAN QUAY, LLC** on August 8, 2016.

3. Check one of the following: The deed is

- | | | |
|-----|-------------------|--|
| (a) | <u> </u> | subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth. |
| (b) | <u> </u> | subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary. |
| (c) | <u> X </u> | exempt from the deed recording fee because (See Information section of affidavit): Exemption 8 (Transfer to become Member of LLC).
(If exempt, please skip items 4-7, and go to item 8 of this affidavit) |

If exempt under the exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale, and was the purpose of this relationship to purchase the realty? Check Yes No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):

- | | | |
|-----|-------------------|--|
| (a) | <u> </u> | The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ <u> </u> . |
| (b) | <u> </u> | The fee is computed on the fair market value of the realty which is <u> </u> . |
| (c) | <u> </u> | The fee is computed on the fair market value of the realty as established for property tax purposes which is <u> </u> . |

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes" the amount of the outstanding balance of this lien or encumbrance is : .

6. The deed recording fee is computed as follows:

- | | | |
|--|--|--|
| (a) | Place the amount listed in item 4 above here: | <u> </u> \$ <u> </u> . |
| (b) | Place the amount listed in item 5 above here: | <u> </u> \$ <u> </u> . |
| (If no amount is listed, place zero here.) | | |
| (c) | Subtract Line 6(b) from Line 6(a) and place result here: | <u> </u> \$ <u> </u> . |

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or

fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

PERMENTER
HOLDINGS, LLC

BROTHERS

By: 
Charles L. Permenter, its Manager


SWORN to before me this 24 day of August, 2016

Notary Public for South Carolina

My Commission Expires: 7/19/23

Robert S. Guyton

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty". Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 30;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (11) transferring realty in a merger or consolidation from a constituent corporation to the continuing or new corporation;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791 (a) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.